Doc. #5508
ADOPTED
9/14/92

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY

Re: Ground Lease with respect to Building 62 in the Charlestown Navy Yard, Mass. Urban Renewal Project R-55

WHEREAS, Building 62 Corporation has succeeded to the interests of Building 62 Limited Partnership as Tenant under that certain ground lease dated July 8, 1988 with respect to Building 62 in the Charlestown Navy Yard (the "Ground Lease") pursuant to which the Boston Redevelopment Authority (the "Authority") is the Landlord; and

WHEREAS, Building 62 Corporation has requested the consent of the Authority to transfer its interest in the Ground Lease to the MGH Professional Services Corporation (the "PSC"); and

WHEREAS, the PSC has requested certain amendments to the Ground Lease.

NOW, THEREFORE, be it resolved by the Boston Redevelopment Authority that:

1. The Authority hereby consents to the transfer by Building 62 Corporation of all its right, title and interest as a tenant in the Building 62 Ground Lease to the PSC;

2. The Authority hereby consents to the First Amendment to the Ground Lease substantially in accordance with the draft amendment submitted to the Authority, with such changes and amendments as the Director shall deem appropriate; and

3. In connection with the foregoing, the Director be, and hereby is, authorized on behalf of the Authority to execute and deliver such consent, amendment, estoppel certificate and other documents as may be reasonably required to carry out the purposes and intent of the foregoing resolutions, including, without limitation, the estoppel certificate substantially in the form attached hereto as Exhibit "A" with such changes and amendments as the Director shall deem appropriate.

FIRST AMENDMENT TO BUILDING 62 GROUND LEASE

THIS FIRST AMENDMENT TO BUILDING 62 GROUND LEASE dated as of July , 1992 (the "First Amendment"), amending that certain ground lease (the "Ground Lease") dated as of July 8, 1988 by and between the Boston Redevelopment Authority (the "Authority" or "Landlord") and Building 62 Limited Partnership, whose interests were succeeded to by Building 62 Corporation by a foreclosure deed dated December 3, 1991, is by and between the Authority and The MGH Professional Services Corporation (the "PSC" or "Tenant").

WHEREAS, currently with the execution of this First Amendment, and pursuant to an Assignment of Ground Lease dated July , 1992, Building 62 Corporation is assigning all its right, title and interest in the Ground Lease to the PSC and the Authority has consented to such assignment and it has released Building 62 Corporation from all future liabilities under the original Ground Lease; and

WHEREAS, the PSC will accept an assignment and assumption of the Ground Lease only if this First Amendment is executed by the Authority;

NOW, THEREFORE, the Landlord and the Tenant do hereby agree as follows:

1. The Ground Lease is hereby amended by deleting the following Sections: 3.1(C)-(I), 4.10, 19.5, 7.6(b), 7.6(c) and 7.6(d).

2. The Ground Lease is hereby amended by deleting Section 7.6(a) and inserting the following:

> "Tenant agrees to make certain public improvements within the area shown on the Site Plan as within the Construction Limit Line. The design of such public improvements and the materials used therefor shall be reasonably acceptable to Landlord and shall be included as part of the improvements in all plans submitted in accordance with the procedures set forth in Article 7 hereof. The cost of these certain public improvements shall be an amount not greater than One Hundred Fifty Thousand ($150,000) Dollars ("Public Improvement Funds"). The Tenant further agrees to pay the Landlord the sum of Seventy-Five Thousand Dollars ($75,000) upon the execution of the Assignment of Ground Lease for additional improvements within the Navy Yard."

3. The Ground Lease is hereby amended by adding the following at the end of Section 19.5:

> "The provisions of this Section 19.5 shall not apply if the transferee is an entity affiliated with or related to the PSC or The Massachusetts General Hospital."

4. In the event of any transfer by the PSC of its interest in the Ground Lease to an entity other than one affiliated with or related to the PSC or The Massachusetts General Hospital, this First Amendment shall be null and void and the original provisions of the Ground Lease shall be automatically reinstated.

LANDLORD:	TENANT:
BOSTON REDEVELOPMENT AUTHORITY	THE MGH PROFESSIONAL SERVICES CORPORATION
By:_____ Theodore Chandler Acting Director	By:_____ Vincent Cucchiara

OBCA108B.DOC

ESTOPPEL CERTIFICATE

BOSTON REDEVELOPMENT AUTHORITY

One City Hall Square
Boston, MA 02201

July , 1992

Building 62 Corporation
7 New England Executive Park
Burlington, MA 01803

The MGH Professional Services Corporation
55 Fruit Street
Boston, MA 02114

Re: Building 62, Charlestown Navy Yard

Gentlemen:

Reference is made to that certain Ground Lease (the "Ground Lease") dated as of July 8, 1988 by and between the Boston Redevelopment Authority (the "Authority"), as Landlord and Building 62 Limited Partnership ("Building 62 Partnership") as Tenant. Capitalized terms used and not otherwise defined herein are used with the meaning ascribed to such terms in the Ground Lease as the context requires.

You have advised the Authority that the Building 62 Corporation succeeded to the rights of the Building 62 Partnership by foreclosure deed dated December 3, 1991. Building 62 Corporation intends to transfer its tenant's leasehold estate under the Ground Lease to The MGH Professional Services Corporation ("the PSC"). This transaction has been approved by resolution of the Authority dated July 14, 1992.

In connection with the foregoing transaction, you have requested and the undersigned has agreed to provide, this Estoppel Certificate.

NOW, THEREFORE, the undersigned hereby certifies to each of you as follows:

1. Attached hereto is Exhibit A as a true and correct and complete copy of the Resolution of the Authority, taken at its regularly scheduled meeting held on July 14, 1992, which resolution is the only resolution related to the subject matter set forth therein and which resolution has not been amended or modified or revoked.

2. The undersigned hereby certifies that the Ground Lease has not been amended or modified in any respect except by means of the First Amendment to the Ground Lease dated the date hereof by and between the Authority and the PSC; the Ground Lease otherwise remains in full force and effect; no uncured default exists thereunder; and the Rent under the Ground Lease has been paid through July, 1992.

3. The undersigned hereby approves the transfer of the Tenant's leasehold estate under the Ground Lease to the PSC and upon such transfer releases Building 62 Corporation from any liabilities and obligations under the Ground Lease. The undersigned hereby confirms that the use of Building 62 by the PSC for professional billing and office uses does not violate either the Urban Renewal Plan or the Ground Lease, and agrees to cooperate with the PSC to the extent that it may ultimately be determined that additional zoning or other approvals are required for any such use or for the continuation or expansion thereof.

4. The undersigned hereby confirms that no amount is due to the Authority under Article 19 of the Ground Lease from either Building 62 Corporation or the PSC and that no other sum or amounts are payable to the Authority under the Ground Lease in connection therewith. The undersigned further acknowledges that no further consent of the Authority will be required and no transfer fee under Article 19 of the Ground Lease will be payable upon the transfer by the PSC to The Massachusetts General Hospital (the "MGH") or to one or more tax exempt entities affiliated with or established for the benefit of the MGH.

5. The undersigned hereby certifies that Building 62 Corporation has satisfied the requirements of Article 7 of the Ground Lease and that this certificate shall constitute a Certificate of Completion pursuant to that Article. The undersigned hereby releases Building 62 Corporation from any failure to satisfy the requirements of said Article 7.

6. The undersigned hereby certifies that notwithstanding the provisions of Article 7 of the Ground Lease, upon the payment of $75,000 to the Authority and the making of certain public improvements within the Construction Limit Line in an amount not to exceed $150,000, the PSC shall have satisfied the requirements of Article 7 of the Ground Lease and shall be entitled to a Certificate of Completion pursuant to Article 7, which the Acting Director shall be authorized to execute.

7. The undersigned hereby certifies that the security fee under Section 4.11 of the Ground Lease is $1,953.85 per year and that the maintenance fee under Section 4.12 of the Ground Lease is $1,953.85 per year and that Building 62 Corporation is hereby released from all further obligations under said Sections 4.11 and 4.12.

8. The property which is the subject of the Ground Lease will not be subject to real estate taxes assessed by the City of Boston but will be subject to payments in lieu of taxes ("PILOT"), and the Authority will take such actions as may be reasonably required to assist the PSC in entering into a PILOT Agreement with the City of Boston.

9. The undersigned hereby certifies that after due diligence it is aware of no violations of the terms of the deed from the General Services Administration to the Authority dated July 7, 1978 which would, or in the future could, give rise to the right of reverter in said deed.

10. The undersigned hereby releases and holds harmless Building 62 Corporation and the PSC from any obligations under Section 4.13 of the Ground Lease.

11. The undersigned hereby certifies that the Authority shall not increase the Ground Rent under Section 3.1(B), the security fee under Section 4.11 or the maintenance fee under Section 4.12 of the Ground Lease, except to the extent such amounts are being increased in the other Ground Leases in the Navy Yard.

EXECUTED under seal as of the day and year above.

Very truly yours,

BOSTON REDEVELOPMENT AUTHORITY

By:_____
Theodore Chandler
Acting Director

OBCA1089.DOC

(taken under advisement: June 16, 1992)

MEMORANDUM **July 14, 1992**

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR

FROM: PAUL BARRETT, DIRECTOR OF ECONOMIC DEVELOPMENT
VICTOR KAREN, DEPUTY DIRECTOR
JOHN O'BRIEN, PROJECT COORDINATOR

SUBJECT: CHARLESTOWN NAVY YARD, BUILDING 62

SUMMARY: MEMORANDUM REQUESTS THAT THE AUTHORITY ADOPT A CERTAIN RESOLUTION WITH RESPECT TO BUILDING 62 IN THE CHARLESTOWN NAVY YARD APPROVING THE TRANSFER OF THE FORECLOSED LEASEHOLD ESTATE OF BUILDING 62 CORPORATION TO THE MGH PROFESSIONAL SERVICES CORPORATION (PSC), IN ACCORDANCE WITH THE GROUND LEASE, AND TO AUTHORIZE THE DIRECTOR TO EXECUTE AND DELIVER AN ESTOPPEL CERTIFICATE AND FIRST AMENDMENT TO BUILDING 62 GROUND LEASE ACKNOWLEDGING THAT MGH WILL ASSUME ALL THE OBLIGATIONS UNDER THE GROUND LEASE.

In response to issues raised at the last board meeting, PSC has agreed to reinstate the provision that the BRA shall receive 15% of the net transfer proceeds when there is a transfer or sale to a non-affiliate third party. Also in response to the Board, PSC has agreed to an amendment that would automatically reinstate all lease revisions should the property be transferred to a non-affiliate third party.

Building 62 is a three-story 39,077 g.s.f. structure in the Historical Monument Area of the Charlestown Navy Yard which was successfully rehabilitated by Building 62 Limited Partnership.

A Ground Lease for Building 62 was executed between the Boston Redevelopment Authority (the "Landlord") and Building 62 Limited Partnership (the "Tenant") on July 8, 1988.

On November 8, 1991, BayBank foreclosed its mortgage interest granted to Building 62 Limited Partnership on its leasehold estate in the premises pursuant to a certain Construction Leasehold Mortgage, Security Agreement and assignment dated July 8, 1988.

Building 62 Corporation, a wholly-owned subsidiary of BayBank was the successful bidder at the foreclosure sale and acquired the property. Therefore, Pursuant to the Ground Lease, BayBank and Building 62 Corporation request authorization to transfer the

tenant's entire leasehold interest to The MGH Professional Services Corporation (PSC) who shall, in accordance with the terms of the Lease, be required to expressly assume all the covenants, agreements and obligations under said Lease.

Baybank has foreclosed on the leasehold premises and seeks to transfer its obligations under the Ground Lease to PSC. The reputation, experience and financial capacity of the PSC are clearly adequate under the terms and conditions of Ground Lease.

Despite the transfer of the leasehold estate outlined above, the terms of the Lease executed between the Authority and the departing developer will remain in full force and effect; ie., the PSC will pay the Authority $39,077 per year in base rent and make an additional annual payment for maintenance and security. PSC will enter into a PILOT Agreement with the City of Boston concerning future taxation. Finally, PSC has agreed to expend an amount no greater than $150,000 to construct certain public improvements adjacent to the building and to pay the Authority an additional $75,000 for other improvements within the Navy yard.

As PSC will be the owner/occupant of Building 62 and since the proposed transfer will ensure the continued success of the development, create substantial public improvements within the Navy Yard and ensure continued annual income to the Authority, it is recommended that the Boston Redevelopment Authority adopt the attached resolution approving the transfer of the Tenants leasehold estate under the Building 62 Ground Lease to The MGH Professional Services Corporation.

An appropriate resolution is attached: